

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEITH ROSS MABEY	02/07/2011
JAMES IAIN MCEWEN	02/07/2011
ROBERT CHARLES SIEVWRIGHT	02/07/2011
GARETH NIGEL LAUCLAN	10/04/2010
RYAN THOMAS ANDREW GRAHAM	10/04/2010
RECEIVING PARTY DATA	
Name:	TRIMAX MOWING SYSTEMS NZ LIMITED
Street Address:	70 MALEME STREET, GREERTON
City:	TAURANGA
State/Country:	NEW ZEALAND
Postal Code:	3112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29378096
CORRESPONDENCE DATA	
Fax Number:	(703)685-0573
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7035212297
Email:	lconley@young-thompson.com
Correspondent Name:	YOUNG & THOMPSON
Address Line 1:	209 Madison Street
Address Line 2:	Suite 500
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	4518-1042
NAME OF SUBMITTER:	Eric Jensen

OP \$40.00 29378096

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PATENT
REEL: 026244 FRAME: 0308

Total Attachments: 38

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Subsequently filed
corresponding U.S. Appln. 29/378,096

**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

BETWEEN: Keith Ross Mabey

AND: James Iain McEwen

AND: Robert Charles Sievwright

AND: Trimax Mowing Systems NZ Limited

DESCRIPTION:

By this Deed Keith Ross Mabey, James Iain McEwen,
and Robert Charles Sievwright
assign to Trimax Mowing Systems NZ
Limited all their respective right, title and
interest in the *Intellectual Property
Rights* relating to the *Inventions*.

James & Wells

Level 2 Regency House
1 Elizabeth Street,
P O Box 13365
Tauranga

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Keith Ross Mabey, a New Zealand citizen of 57 Milton Road,
Otumoetai, Tauranga 3110, NEW ZEALAND

AND

James Iain McEwen, a New Zealand citizen of 8a Pelorus
Street, Welcome Bay, Tauranga 3112, NEW ZEALAND

AND

Robert Charles Sievwright, a New Zealand citizen of c/ -
Trimax Mowing Systems, 70 Maleme Street, Greerton, Tauranga
3112, NEW ZEALAND

(together the "Assignors")

AND

Trimax Mowing Systems NZ Limited a New Zealand company
having its registered office at 70 Maleme Street, Greerton,
Tauranga 3112, New Zealand

("Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.




1.2. *Design* shall mean the design applications and/or design registrations set out in the schedule and any design applications and/or design registrations claiming priority from same, any design registrations granted upon any of the foregoing design applications.

1.3. *Copyright Works* shall mean:

1.3-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

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PATENT

REEL: 026244 FRAME: 0311

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

1.3-2. a work in which copyright exists; and

which relates to the *Invention*.

1.4. *Design Rights* shall mean the right to apply for a registered design relating to the *Inventions* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.5. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.6. *Inventions* shall mean any of the inventions described in or defined by one or more of the *Patents*.

1.7. *Patents* shall mean the patent applications and/or letters patent set out in the Schedule and any patent applications or letters patent claiming priority from same, and any letters patent granted upon any of the foregoing patent applications.

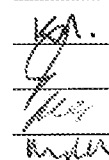
1.8. *Patent Rights* shall mean:

1.8-1. the right to apply for any patents relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.8-2. the rights conferred by the *Patents* including the right to claim priority under any international convention and the right conferred by such *Patent* now and when granted.

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PATENT

REEL: 026244 FRAME: 0312

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 1.9. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

2.0 BACKGROUND

- 2.1. The **Assignors** devised the *Inventions*.
- 2.2. The *Patents* were filed in the names of the **Assignors** and the **Assignee** to comply with the requirements of the Patents Act 1953.
- 2.3. The **Assignors** acknowledge that they were employed by the **Assignee** at the time the *Inventions* were devised and that the *Inventions* were devised by them in the course of their duties.
- 2.4. The **Assignors** acknowledge that the **Assignee** is or should be the owner of the *Intellectual Property Rights* as a result of their employment by the **Assignee**, and hereby agree to assign same to the **Assignee** on the terms described below.

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

- 3.1. The **Assignors** hereby confirm that they assign all their right, title and interest in and to the *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignors** or on the date the first patent application relating to the *Inventions* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

4.0 CONSIDERATION

Page 4 of 11

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K.M.

[Signature]

[Signature]

PATENT

REEL: 026244 FRAME: 0313

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to each of the **Assignors** upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignors**.
- 4.2. Any and all rights of the **Assignors** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon the effective date of this Deed.

5.0 ASSIGNORS' OBLIGATIONS

- 5.1. The **Assignors** undertake to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Invention* and *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignors** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignors** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.
- 5.2-1. The **Assignors** shall assign to the **Assignee** upon request all intellectual property relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.3. The **Assignors** hereby waive all their moral rights in relation to the *Copyright*.
- 5.4. At the request of the **Assignee**, the **Assignors** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:

Page 5 of 11

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K.M.
[Signature]
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PATENT

REEL: 026244 FRAME: 0314

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignors** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Inventions*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.
- 5.6. The **Assignors** agree to treat as confidential all information relating to the *Inventions* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignors**. The **Assignors** agree to seek prior clearance from the **Assignee** in any case of uncertainty.

6.0 ASSIGNORS' WARRANTIES

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W.M.
[Signature]
[Signature]
[Signature]

PATENT

REEL: 026244 FRAME: 0315

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

6.1. The Assignors warrant:

6.1-1. There are no encumbrances or other matters affecting the **Assignors'** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

6.1-2. The *Copyright Works* are the **Assignors'** original works and are not copied in whole or in part from any other work.

6.2. Each of the **Assignors** consents to the other assigning their respective rights in the *Intellectual Property* to the **Assignee**.

7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

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K.M.
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PATENT

REEL: 026244 FRAME: 0316

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed this 7th day of February 2011 by Keith Ross Mabey

Keith Ross Mabey
Signature

Witnessed by:

Murray McDonald
Name
Murray McDonald
Signature
Accountant
Occupation
Tauranga
Place of Residence

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Initialed by: Kim

Kim
Kim
Kim

PATENT

REEL: 026244 FRAME: 0317

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 7th day of FEBRUARY ²⁰¹¹ ~~2010~~ by James Iain McEwen

[Signature]
Signature

Witnessed by:

Murray McDonald

Name

[Signature]

Signature

Accountant

Occupation

Tauranga

Place of Residence

Executed as a Deed this Seventh day of FEBRUARY ²⁰¹¹ ~~2010~~ by Robert

Charles Sievwright

[Signature]
Signature

Witnessed by:

Murray McDonald

Name

[Signature]

Signature

Accountant

Occupation

Tauranga

Place of Residence

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Initialed by:

KM.

[Signature]

[Signature]

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PATENT

REEL: 026244 FRAME: 0318

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this Seventh day of February ²⁰¹⁶ 2016 for and on behalf
of **Trimax Mowing Systems NZ Limited** by its duly authorised officers*

ROBERT CHADGE SIGNAKAT

Name

Signature

Name

Signature

MURRAY DICKSON

Position

Position

Witnessed by:

Murray McDonald

Name

Murray McDonald

Signature

Accountant

Occupation

Tauranga

Place of Residence

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

KM.
[Signature]

PATENT

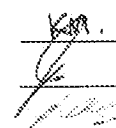
DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

SCHEDULE

Patents / Designs (clause 1.7):

Title	Type	Country	Application Number	Filing Date
Improvements to Work Implements	Patent	New Zealand	584987	29 April 2010
Improvements to Work Implements	Patent	New Zealand	584986	29 April 2010
Improvements to Work Implements	Patent	New Zealand	585030	30 April 2010
A Mower	Design	New Zealand	413574	29 April 2010

Initialed by: _____



PATENT

REEL: 026244 FRAME: 0320

Subsequently filed

corresponding U.S. Appln. 29/378,096

James & Wells Ref: 32783

**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

BETWEEN: Gareth Nigel Lauchlan;
Ryan Thomas Andrew Graham;
Formworks Limited.

AND: Trimax Mowing Systems NZ Limited

DESCRIPTION:

By this Deed Gareth Nigel Lauchlan,
Ryan Thomas Andrew Graham, and
Formworks Limited assigns to Trimax
Mowing Systems NZ Limited all its right,
title and interest in and to the *Intellectual
Property Rights* relating to the *Invention*.

James & Wells Intellectual Property

Level 2, Regency House
1 Elizabeth Street
PO Box 13365
TAURANGA

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN Ryan Thomas Andrew Graham, a New Zealand citizen of Auckland, New Zealand,

AND Gareth Nigel Lauchlan, a New Zealand citizen of Auckland, New Zealand

(together the "1st Assignors")

AND FormWorks Product Design Limited, a New Zealand company having its registered office at Hayes Knight, 470 Parnell Road, Auckland, New Zealand,

(the "2nd Assignor").

AND Trimax Mowing Systems NZ Limited a New Zealand company of 70 Maleme Street, Greerton 3112, Tauranga, New Zealand

("the Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. A work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. A work in which copyright exists and which relates to the *Product*.

For the avoidance of doubt, the term *Copyright Works* shall include those works attached in schedule two to this assignment.

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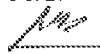
DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 1.3. *Design Rights* shall mean the design application listed in Schedule 1 to this assignment, and include the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.
- 1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Design Rights*, the *Copyright* and the *Technical Information*.
- 1.5. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.
- 1.6. *Product* shall mean a tractor powered mowing attachment as shown in the *Design Rights* and *Copyright Works* shown in Schedule 2

2.0 BACKGROUND

- 2.1. The **Assignee** is a leading manufacturer of tractor powered mowing equipment.
- 2.2. The **Assignee** commissioned the 2nd **Assignor** to contribute to, and assist developing, the appearance of covers for the *Product*.
- 2.3. The 1st **Assignors** are employees of the 2nd **Assignor**.
- 2.4. The 1st **Assignors** worked on development of the *Product* in the course of their employment by the 2nd **Assignor**.
- 2.5. The **Assignors** own the *Intellectual Property Rights*.
- 2.6. The **Assignors** have agreed to assign, and the **Assignee** has agreed to take an assignment of, the *Intellectual Property Rights* on the terms described below.

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

- 3.1. The **Assignors** hereby confirm that they assign all their right, title and interest in and to the *Intellectual Property Rights* to the **Assignee**.
- 3.2. This assignment will took effect from 2 March 2010, or the date of creation of the relevant rights.

4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clauses 3.0 to 3.2 the **Assignee** has paid money under a separate contract titled "Development of Project Mini – mower covers" and dated 2 March 2010, the receipt and sufficiency of which is acknowledged by the **Assignors**.
- 4.2. Any and all rights of the **Assignors** with respect to the *Product and Intellectual Property Rights* will pass to the **Assignee** upon the effective date of this Deed.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignors** undertake to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignors** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignors** while under a commission for money or money's worth from the **Assignee**.
- 5.2-1. The **Assignors** shall assign to the **Assignee** upon request all *Intellectual Property Rights* relating to all improvements in, modifications

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

of or additions to the *Invention* devised or otherwise created while under a commission for money or money's worth from the **Assignee**.

5.3. At the request of the **Assignee**, the **Assignors** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:

5.3-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;

5.3-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;

5.3-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;

5.3-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.

5.4. The **Assignors** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.

5.5. The **Assignors** agree to treat as confidential all information relating to the *Invention* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

public domain through no fault of the **Assignors**. The **Assignors** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignors** warrants that:

6.1-1. The 2nd **Assignors** have absolute title to the *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

6.1-3. The 1st **Assignor's** employment contracts with the 2nd **Assignor** have clauses ensuring that the 1st **Assignor** owns any copyright for intellectual property rights developed in the course of the first **Assignor's** employment.

6.2. The 1st **Assignors'** contributions to the copyright works are original works and are not copied in whole or in part from any other work.

7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS


7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed this 4th day of October 2010 by Gareth Nigel Lauchlan


Signature


Witnessed by:

ANDREW SEAN BISSETT
Name


Signature

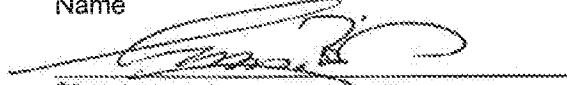
DESIGNER
Occupation
12 RITA WAY, OMARA
MATAKANA

Executed as a Deed this 4th day of October 2010 by Ryan Thomas Andrew Graham


Signature

Witnessed by:

ANDREW SEAN BISSETT
Name


Signature

DESIGNER
Occupation
12 RITA WAY, OMARA
MATAKANA
Place of Residence

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 4th day of October 2010 for and on behalf
of Formworks Product Design Limited by its duly authorised officers*

ANDREW SEAN BISSETT
Name

Name

[Signature]
Signature

Signature

DIRECTOR
Position

Position

Witnessed by:

GARETH LAUCHLAN
Name

[Signature]
Signature

DESIGNER
Occupation

1024 SCENIC DRIVE, SWANSON
WATKINS OCEAN
Place of Residence

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 5th day of October 2010 for and on behalf of Trimax Mowing Systems NZ Limited by its duly authorised officers*

ROBERT STEVNRIGHT
Name
[Signature]
Signature

Name

Signature

MANAGING DIRECTOR
Position

Position

Witnessed by:

JAMES IAIN MCQUEEN
Name
[Signature]
Signature

R+D MANAGER
Occupation

TAUNANGA, NEW ZEALAND
Place of Residence

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

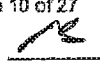
DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

SCHEDULE 1

Design:

Title	Country	Application Number	Filing Date
A Mower	New Zealand	413574	29 April 2010

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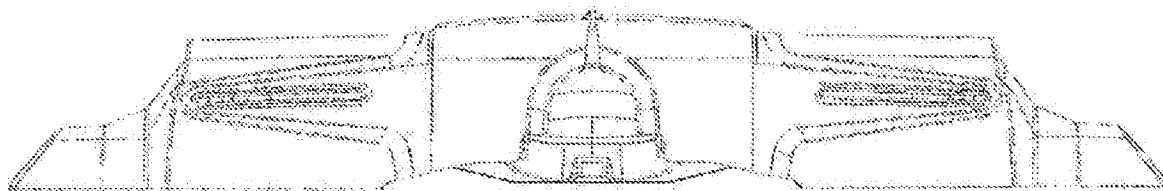
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

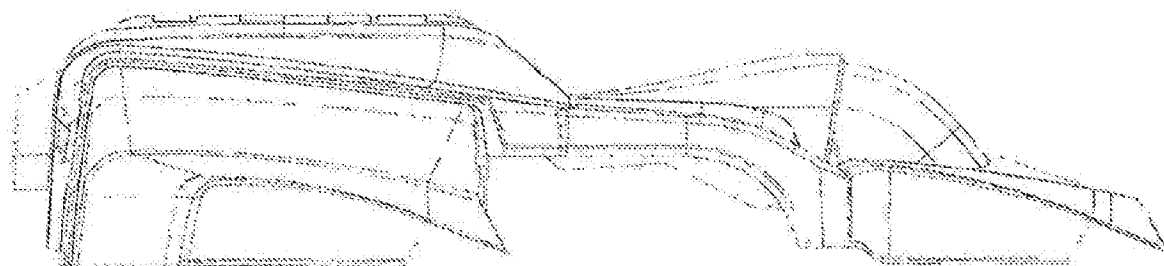
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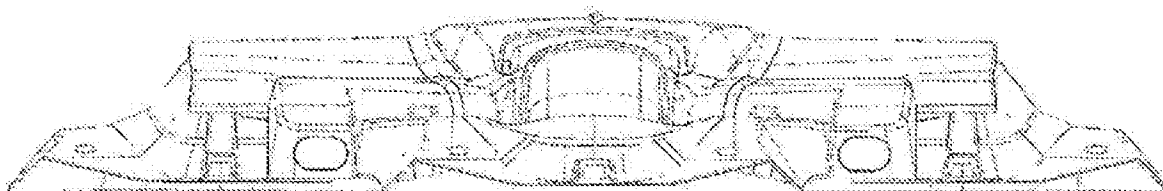
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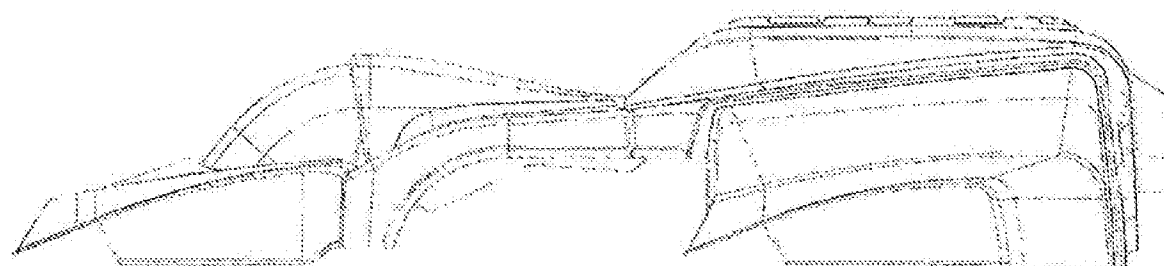
Front View



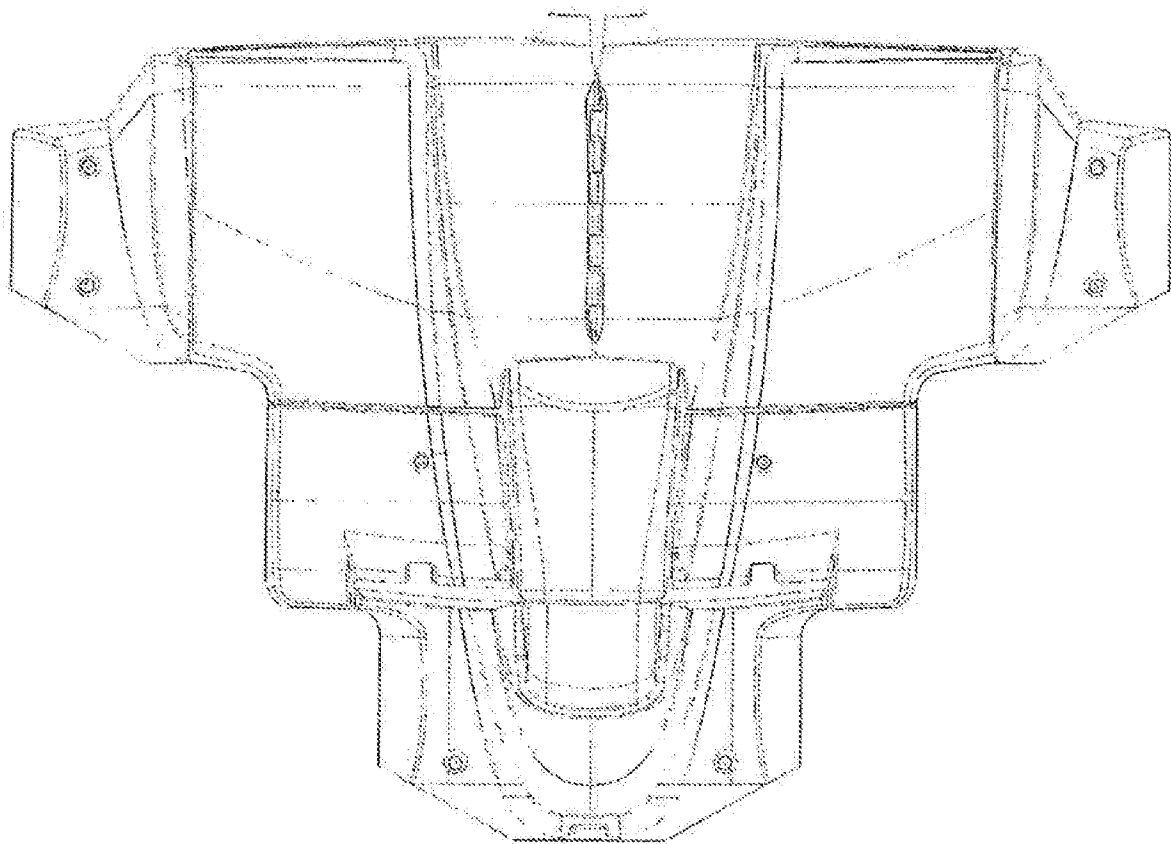
Left View



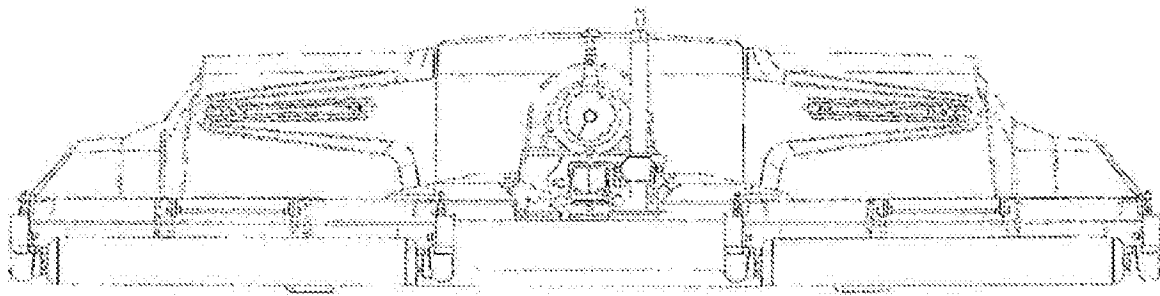
Rear View



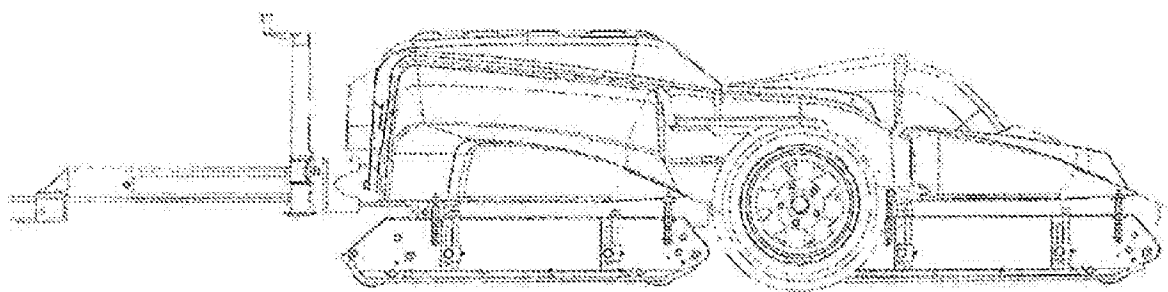
Right View



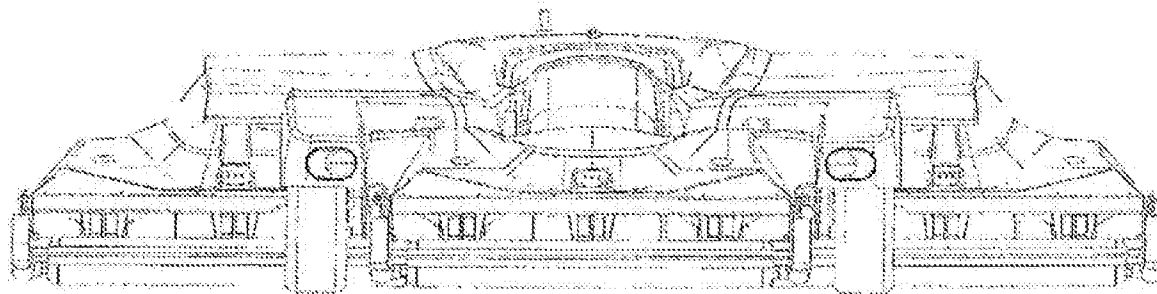
Top View



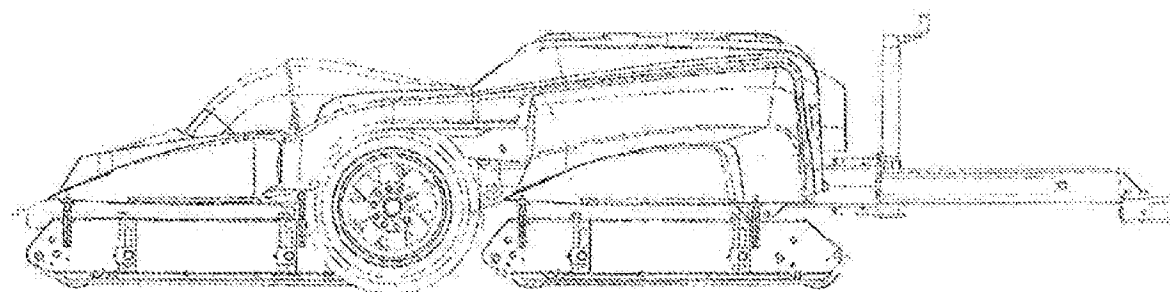
Front View



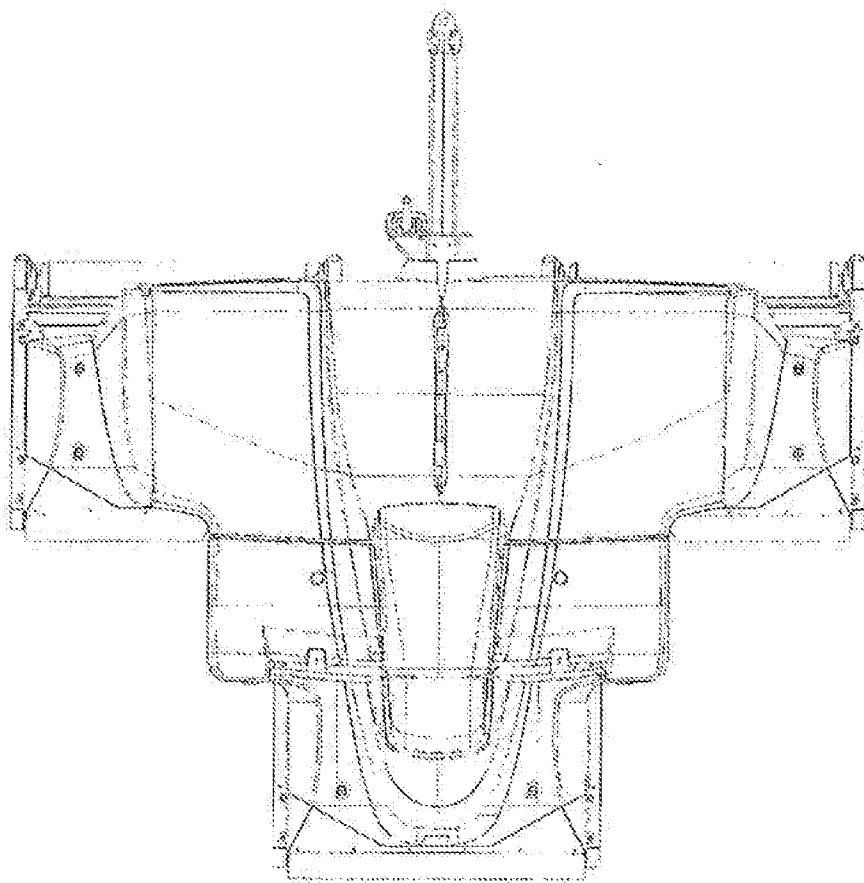
Left View



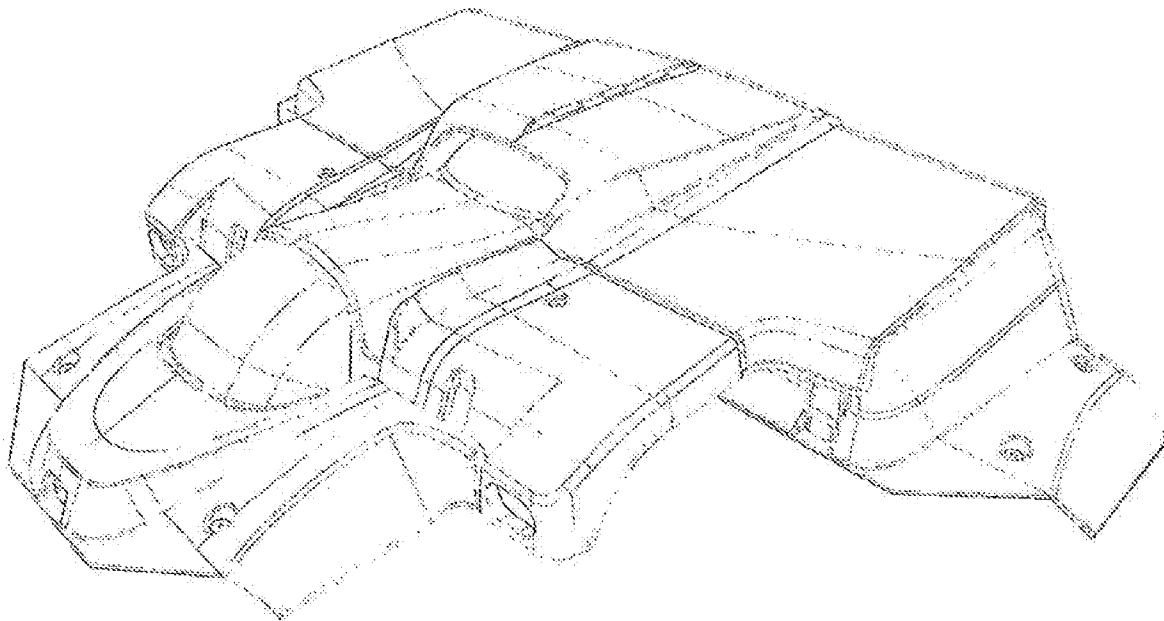
Rear View



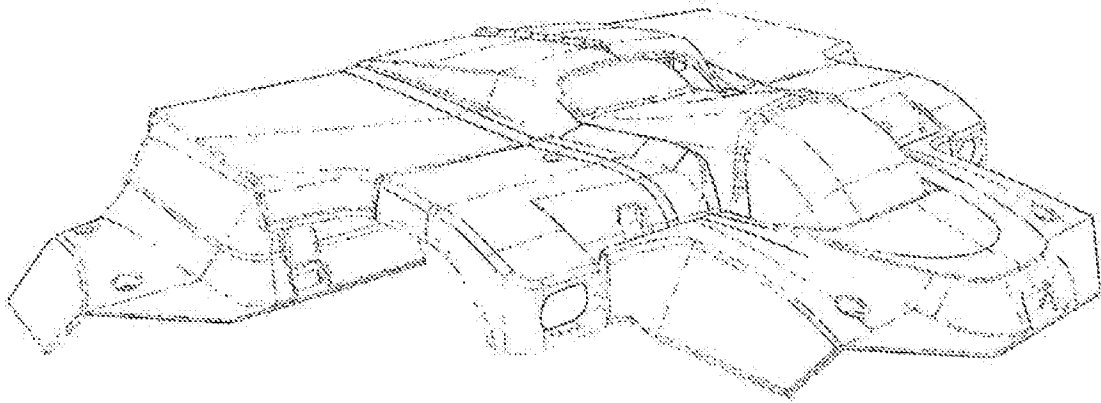
Right View



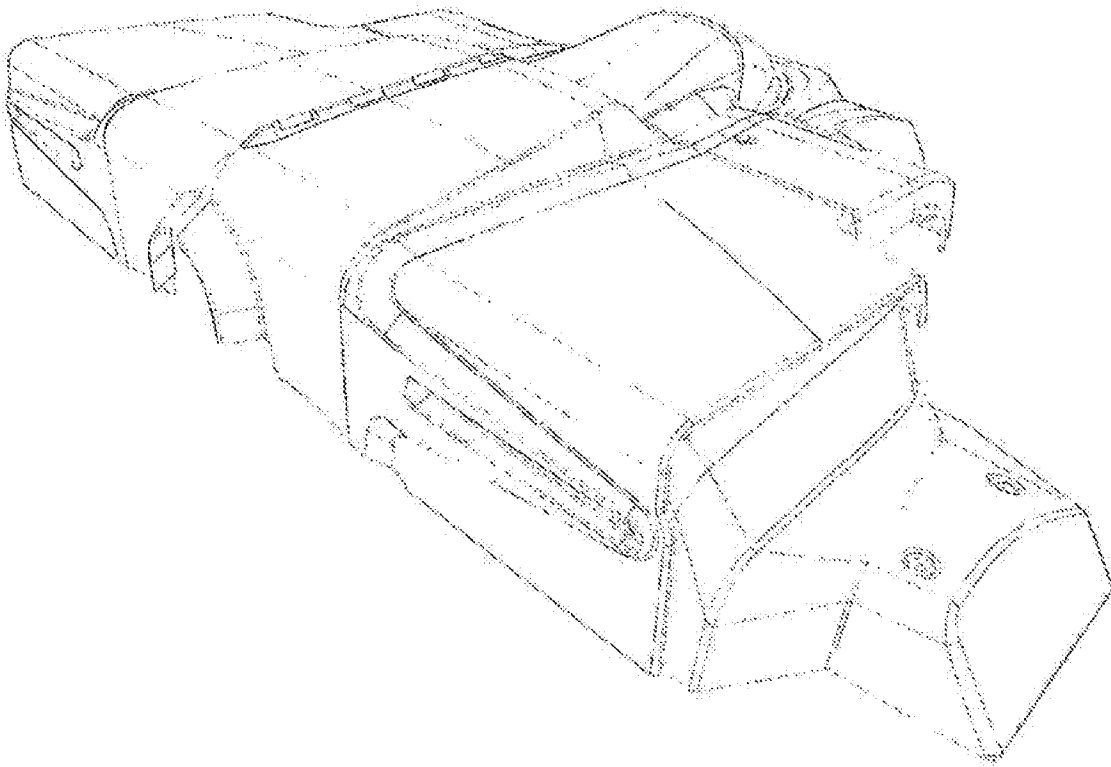
Top View



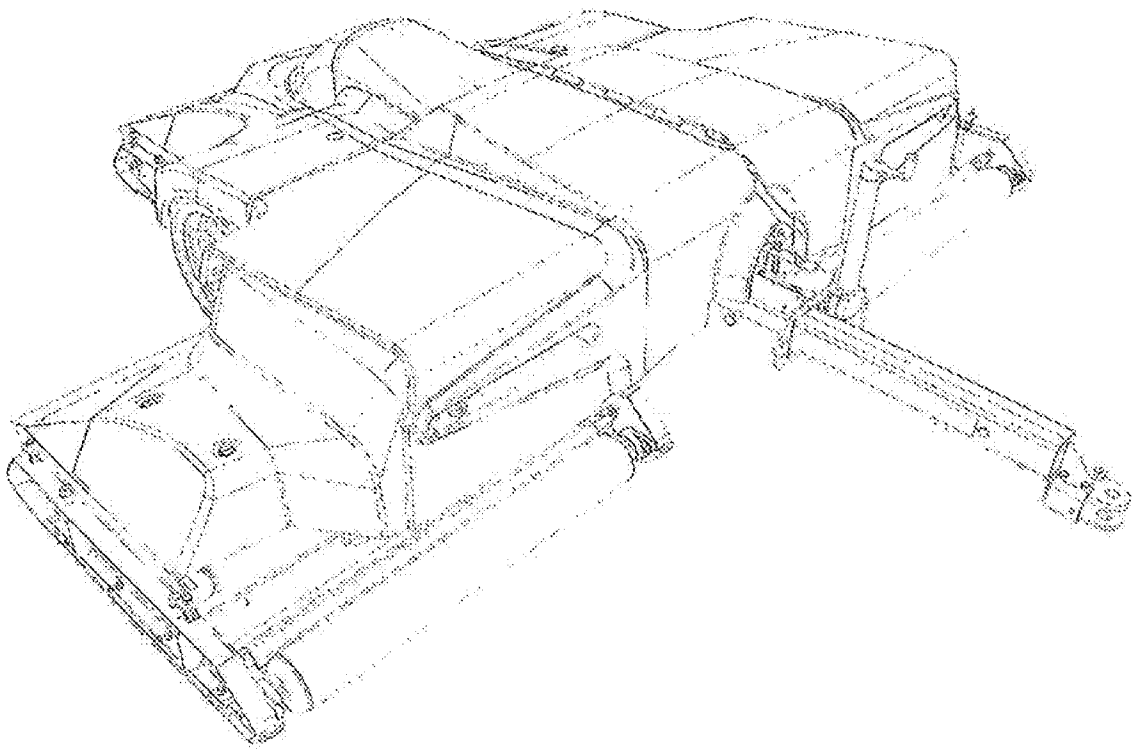
Right Rear Perspective
View



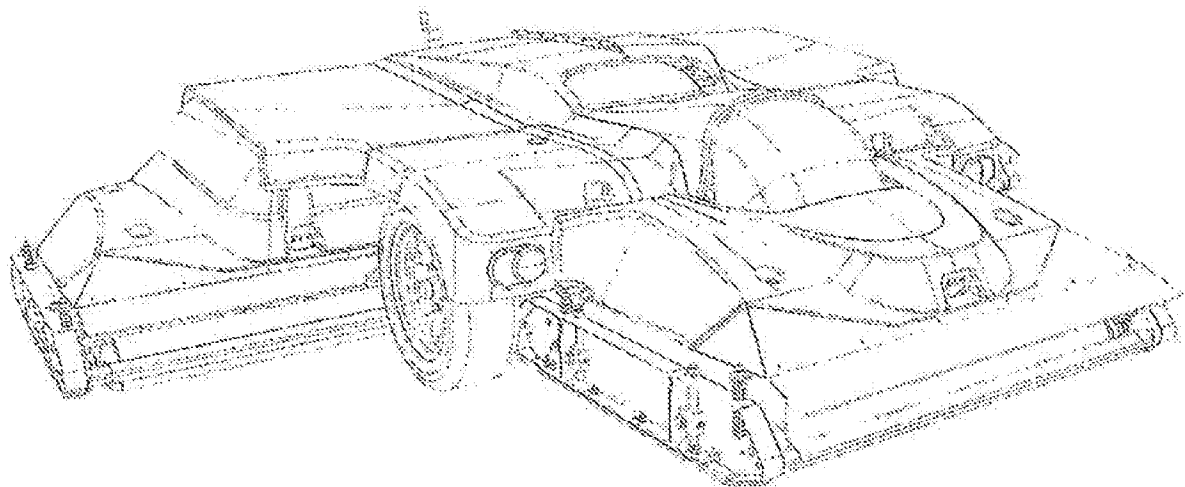
Left Rear Perspective
View



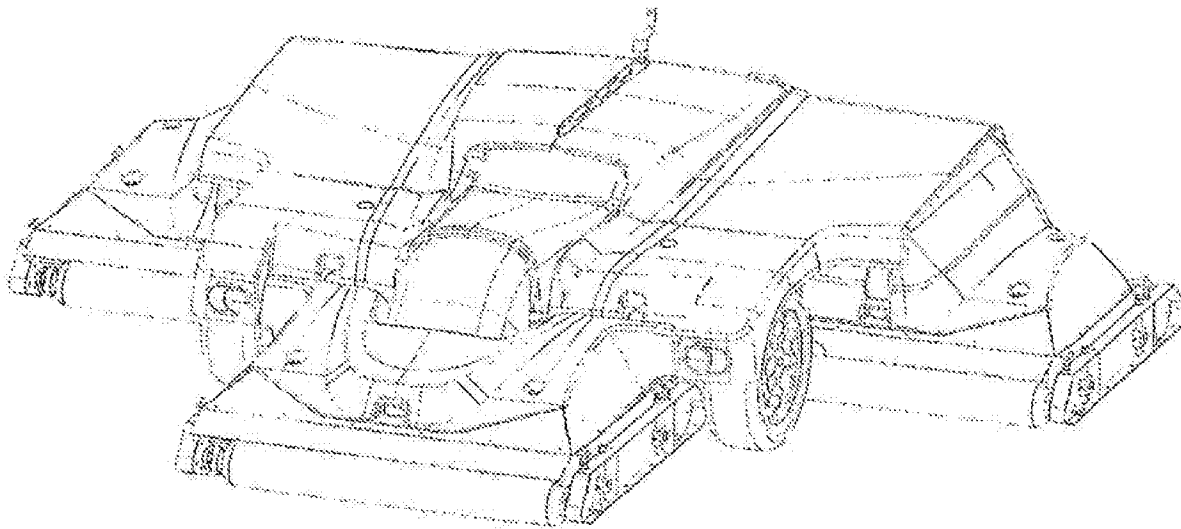
Right Front Perspective
View



Front Left Perspective
View



Left Rear Perspective View



Right Rear Perspective
View